

**NOTICE OF CONFIDENTIALITY RIGHTS: A NATURAL PERSON MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

XTO REV PROD 88 (7-69) PAID UP (04/17/07)B

**THIS DOCUMENT IS BEING RERECORDED FOR THE SOLE PURPOSE OF CORRECTING THE LEASES FILED AS INSTRUMENTS D208220457.**

**ORIGINAL**

**OIL, GAS AND MINERAL LEASE**

THIS AGREEMENT made this 12 day of May, 2008, between Lessor set forth on Schedule I (whether one or more), whose address is: set forth on Schedule I and **XTO Energy Inc.**, whose address is: 810 Houston St., Fort Worth, Texas 76102, Lessee, WITNESSETH:

1. Lessor, in consideration of ten dollars and other valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of Tarrant, State of Texas, and is described as follows:

**8.177 acres of land, more or less, being Lots 1 thru 23, Block 1, Rolling Wood Addition to the City of Keller, according to the Plat thereof recorded in Cabinet A, Slide 5708, of the Plat Records of Tarrant County, Texas.**

**SEE EXHIBIT "A" ATTACHED HERETO FOR ADDITIONAL PROVISIONS**

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 8.177 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of three (3) years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal 25% part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such 25% part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear 25% of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, 25% of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of 25% of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred.

Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in such bank as directed by Lessor, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same. Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

ORIGINAL

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are permitted or required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size permitted or required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Such unit shall become effective as of the date provided for in said instrument or instruments but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed of record. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after operations or production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time there is no unitized minerals being produced from such unit. Any unit formed may be amended, re-formed, reduced or enlarged by Lessee at its election at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the public office in which the pooled acreage is located. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and/or any of the following: preparing the drillsite location or access road, drilling, testing, completing, reworking, recompleting, deepening, sidetracking, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until sixty (60) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable

in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained and shall not be required to move or remove any existing surface facilities necessary or convenient for current operations.

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10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. Lessor agrees that this lease covers and includes any and all of Lessor's rights in and to any existing well(s) and/or wellbore(s) on said land, other than existing water wells, and for all purposes of this lease the re-entry and use by Lessee of any existing well and/or wellbore shall be deemed the same as the drilling of a new well.

13. Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.

14. As a result of land development in the vicinity of said land, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on said land or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of said land or off of lands with which said land are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under said land or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on said land. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.

15. Notwithstanding anything to the contrary in this lease, Lessee is hereby granted the right, as its option, either before or after production is established, to place any land covered by this lease in a co-operative with other land, lease or leases, for the exploration and development of all lands included in such co-operative, on such terms and conditions as Lessee may consider prudent. Any such co-operative formed by Lessee shall consist of such amount of acreage, configuration and number of wells, as Lessee shall determine at the exercise of Lessee's reasonable judgment, including Lessee's modification, rearrangement, enlargement, and reduction of such co-operative. If all or a portion of lands covered by this Lease, is included in a co-operative, then royalty shall be paid on a surface acreage basis, that is on the basis that the number of acres covered by this lease that is included in the co-operative, bears to the number of acres in the co-operative.

16. This lease may be executed in any number of counterparts of each of the Lessors as identified on Schedule I hereto and each counterpart of a Schedule I hereto so executed shall have the same force and effect as an original instrument as if all the parties to aggregate counterparts had signed the same instrument. For recording purposes, the counterpart signature and acknowledgment of the Schedule I of each Lessors may be included in one instrument to be filed for record in the records of the County Clerk of Tarrant County, Texas.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

**SEE EXHIBIT "A" ATTACHED HERETO FOR ADDITIONAL PROVISIONS**

**LESSOR (S) SET FORTH ON SCHEDULE I ATTACHED HERETO**

This Addendum is attached to and made a part of that certain Oil, Gas and Mineral Lease dated the 12<sup>th</sup> day of May, 2008, by and between Lessor set forth on Schedule I, and XTO Energy Inc., as Lessee.

It is understood and agreed that the provision of the addendum shall supersede any portion of the printed form of this lease which is inconsistent herewith, and the other printed provisions of this lease, to which this attached, are in all things subrogated to the expressed and implied terms and conditions of this rider.

1. This is a non-developmental Oil & Gas Lease, whereby Lessee its successors or assigns, shall not conduct any operations, as defined herein, on the surface of said lands. However, Lessee shall have the right to pool or unitize said lands, or part thereof, with other lands to comprise an oil and/or gas development unit.
2. Units pooled for oil hereunder shall not substantially exceed 80 acres each in area plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 350 acres each, plus a tolerance of 10% thereof
3. Lessor's royalty shall be free and clear of all costs and expenses whatsoever including expenses of separation, compression, marketing, transportation, treating or manufacturing oil or gas produced hereunder, save and except ad valorem and production taxes. Provided, however, Lessor's royalty shall be subject proportionately to any charges incurred by Lessee for compressing, treating, processing, gathering, transporting and marketing under Lessee's gas purchase contract with a nonaffiliated third party covering the sale of production from the lands included in this lease.
4. If, after the expiration of the primary term, Lessee has drilled a well which is capable of producing only gas, or only gas and condensate, in paying quantities, but which is shut-in for any reason and this lease is not otherwise being maintained, such shut-in well shall nevertheless be deemed to be a well producing gas in paying quantities if Lessee shall, within ninety (90) days after such well is completed, pay to Lessor, as shut-in royalty the amount of \$300 for each shut-in well. Such payment shall maintain the lease in effect for one year from the date such payment is made as to the proration unit for such well. Lessee may, likewise, pay the same amount of shut-in royalty on or before the anniversary date of the first payment to maintain the lease in effect as to the proration unit for such shut-in well for an additional year. After the expiration of the primary term hereof, payment or payments of shut-in gas royalty as provided for above shall not maintain this lease in force and effect for any one shut-in period greater than 24 months, or, from time to time for shorter periods, all of which shall not exceed three (3) cumulative years.
5. Notwithstanding anything to the contrary contained in this lease, should a shut-in royalty payment not be properly made in a timely manner as provided for in this lease, Lessor may, at Lessor's option, elect to terminate the applicable portion of this lease by sending written notice to Lessee by certified mail; provided that, Lessee shall then have (60) days from the date of receipt of such written notice in which to avoid termination of the applicable portion this lease by making or causing to be made the proper shut-in royalty payment. If such shut-in royalty payment is not made on or before the expiration of said 60-day period, Lessor may elect to terminate the applicable portion of this lease by filing a Notice of Termination with the County Clerk in the county where the lease premises are located. The effective date of said termination shall be the date said Notice of Termination is filed with the said County Clerk.
6. Notwithstanding any other provision hereof, this lease covers only oil and gas. The term "oil and gas" means oil, gas, and other liquid and gaseous hydrocarbons produced through a well bore.
7. Noise levels associated with Lessee's operations related to the drilling, completion and reworking of wells shall be kept to a reasonable minimum, taking into consideration reasonably available equipment and technology in the oil and gas industry, the level and nature of development and surface use elsewhere in the vicinity of Lessee's drill sites and the fact Lessee's operations are being conducted in or near an urban residential area. If Lessee utilizes any non-electric-powered equipment in its operations, Lessee shall take reasonable steps to muffle the sound therefrom by installing a noise suppression muffler or like equipment.
8. Lessee is hereby given the option, to be exercised prior to the date on which this lease or any portion thereof would expire in accordance with its terms and provisions of extending this lease for a period of two (2) years as to all or any portion of the acreage then held hereunder which would expire unless so extended. The only action required by Lessee to exercise such option being the payment to Lessor (or for Lessor's credit of the depository bank named herein) and/or such parties entitled under any change of ownership according to Lessee's records, an additional consideration of the sum of Eighteen Thousand Five Hundred Dollars (\$18,500.00) per net mineral acre owned by the party entitled to such payment at such time of extension, in the acreage so extended. If this lease is extended as to only a portion of the acreage then covered hereby, Lessee shall designate such portion by a recordable instrument.
9. Lessee hereby releases and discharges Lessor and the owner of the surface estate, along with their officers, employees, partners, agents, contractors, subcontractors, guests and invitees, and their respective heirs, successors and assigns (collectively the "Lessor Parties"), of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees and agents arising out of, incidental to or resulting from, the operations of or for Lessee on or under the leased premises or at the drill site or operations site or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the Lessor Parties against any and all claims, liabilities, losses, damages, actions, property damage, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, statute or strict liability, including attorney fees and other legal expenses, including those related to environmental hazards on or under the leased premises or at the drill site or operations site or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities in, on or under the leased premises or at the drill site or operations site; those arising from Lessee's use of the surface or subsurface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees and their respective successors and assigns. Each assignee of this Lease, or of an interest herein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the Lessor Parties in the same manner provided above in connection with the activities of Lessee, its officers, employees and agents as described above. EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS LEASE SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE.

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE , MAY 12, 2008, FROM Whillock, Jay D & Kara Whillock , AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010039

Whillock, Jay D & Kara Whillock

1103 Lake Vista Ct

Cedar Hill Tx 75104

Lands Covered by this Lease:

3036 Rolling Wood Ln

Blk A Lot 12 , 0.345 ac.

Rolling Wood Addition

ORIGINAL

Individual Lessor:

BY: Whillock, Jay D  
Lessor Signature

BY: Kara Whillock  
Lessor Signature

OR

Corporate Lessor:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
Agent's Signature

ITS: \_\_\_\_\_  
Position or Title

COUNTY OF TARRANT  
STATE OF TEXAS

Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

Jay and Kara Whillock

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this 27 day of May, 2008



Vivian Smith  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,  
as \_\_\_\_\_ of \_\_\_\_\_,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE MAY 12, 2008, FROM Chays Homes, AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

ORIGINAL

43915010049  
Chays Homes  
8728 Trailwood Ct  
Fort Worth Tx 76180

Lands Covered by this Lease:  
3004 Rolling Wood Ln  
Blk A Lot 23 , 0.324 ac.  
Rolling Wood Addition

Individual Lessor:

BY: \_\_\_\_\_  
Lessor Signature

BY: \_\_\_\_\_  
Lessor Signature

OR

Corporate Lessor:

Chays Homes  
Company Name

BY: Mikel Hays  
Agent's Signature

ITS: Owner  
Position or Title

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public

COUNTY OF TARRANT  
STATE OF TEXAS

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared MIKEL HAYS,  
as OWNER of CHAYS HOMES,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this 24 day of MAY, 2008



Carlos Aguilar  
Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE , MAY 12, 2008, FROM **Armstrong, Michael Etux Sharon** , AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

ORIGINAL

43915010042  
**Armstrong, Michael Etux Sharon**  
3024 Rolling Wood Ln  
North Richland Hills 76180

Lands Covered by this Lease:  
**3024 Rolling Wood Ln**  
Blk A Lot 15 , 0.325 ac.  
Rolling Wood Addition

Individual Lessor:  
BY: Michael Armstrong  
Lessor Signature

BY: Sharon Armstrong  
Lessor Signature

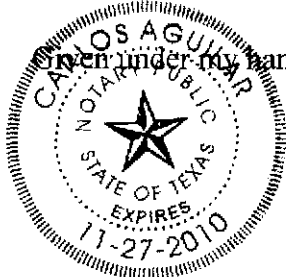
OR

Corporate Lessor:  
\_\_\_\_\_  
Company Name  
BY: \_\_\_\_\_  
Agent's Signature  
ITS: \_\_\_\_\_  
Position or Title

COUNTY OF TARRANT  
STATE OF TEXAS

Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared  
Michael Armstrong & Sharon Armstrong  
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.



Given under my hand and seal of office this 24 day of May, 2008  
Carlos Aguirre  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,  
as \_\_\_\_\_ of \_\_\_\_\_,  
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE . MAY 12, 2008, FROM Flores, Amado Jr Etux Vidalina , AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

ORIGINAL

43915010048  
Flores, Amado Jr Etux Vidalina  
8736 Trailwood Ct  
North Richland Hills 76180

Lands Covered by this Lease:  
8736 Trailwood Ct  
Blk A Lot 22 , 0.390 ac.  
Rolling Wood Addition

Individual Lessor:

BY: [Signature]  
Lessor Signature

BY: [Signature]  
Lessor Signature

OR

Corporate Lessor:

\_\_\_\_\_  
Company Name

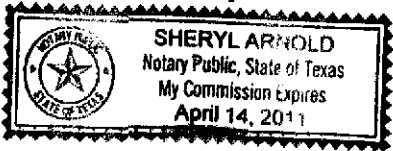
BY: \_\_\_\_\_  
Agent's Signature

ITS: \_\_\_\_\_  
Position or Title

COUNTY OF Tarrant  
STATE OF Texas

Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared  
Amado Flores Jr + Vidalina Flores  
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this 22nd day of May, 2008  
  
[Signature]  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,  
as \_\_\_\_\_ of \_\_\_\_\_,  
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public



Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE MAY 12, 2008, FROM Hays, Billy Mikel, AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010046

Hays, Billy Mikel

8728 Trailwood Ct

Fort Worth Tx 76180

Lands Covered by this Lease:

ORIGINAL

8728 Trailwood Ct

Blk A Lot 20, 0.367 ac.

Rolling Wood Addition

Individual Lessor:

BY:

Billy Mikel Hays  
Lessor Signature

BY:

Billy Mikel Hays  
Lessor Signature

OR

Corporate Lessor:

\_\_\_\_\_  
Company Name

BY:

\_\_\_\_\_  
Agent's Signature

ITS:

\_\_\_\_\_  
Position or Title

COUNTY OF TARRANT  
STATE OF COUNTY

Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

BILLY MIKEL HAYS

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this 24 day of MAY, 2008



Carlos Aguilar  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,

as \_\_\_\_\_ of \_\_\_\_\_,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE . MAY 12, 2008, FROM Corbett, James N Etux Brenda P , AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010044

Corbett, James N Etux Brenda P

8733 Trailwood Ct

North Richland Hills 76180

Lands Covered by this Lease:

8733 Trailwood Ct

Blk A Lot 18 , 0.392 ac.

Rolling Wood Addition

ORIGINAL

Individual Lessor:

BY: Brenda P. Corbett  
Lessor Signature

BY: \_\_\_\_\_  
Lessor Signature

OR

Corporate Lessor:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
Agent's Signature

ITS: \_\_\_\_\_  
Position or Title

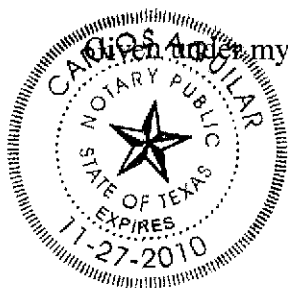
COUNTY OF TARRANT  
STATE OF COUNTY

Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

BRENDA P CORBETT

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.



Given under my hand and seal of office this 24 day of MAY, 2008

Carlos Amador  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,

as \_\_\_\_\_ of \_\_\_\_\_,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE MAY 12, 2008, FROM Shaw, R Howard , AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010043

Shaw, R Howard

3020 Rolling Wood Ln

Fort Worth Tx 76180

Lands Covered by this Lease:

3020 Rolling Wood Ln

Blk A Lot 17R , 0.649 ac.

Rolling Wood Addition

ORIGINAL

Individual Lessor:

BY: [Signature]  
Lessor Signature

BY: \_\_\_\_\_  
Lessor Signature

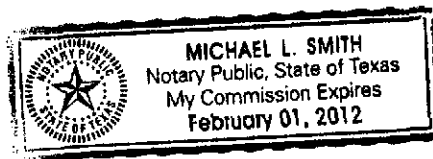
OR

Corporate Lessor:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
Agent's Signature

ITS: \_\_\_\_\_  
Position or Title



COUNTY OF TARRANT  
STATE OF TEXAS

Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

R Howard Shaw

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this 24 day of May, 2008

[Signature]  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,  
as \_\_\_\_\_ of \_\_\_\_\_,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE . MAY 12, 2008, FROM Parker, Clayton N Etux Edrena , AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010038

Parker, Clayton N Etux Edrena

3040 Rolling Wood Ln

Fort Worth Tx 76180

Lands Covered by this Lease:

3040 Rolling Wood Ln

Blk A Lot 11 , 0.324 ac.

Rolling Wood Addition

ORIGINAL

Individual Lessor:

BY: Clayton N Parker  
Lessor Signature

BY: Edrena Parker  
Lessor Signature

OR

Corporate Lessor:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
Agent's Signature

ITS: \_\_\_\_\_  
Position or Title

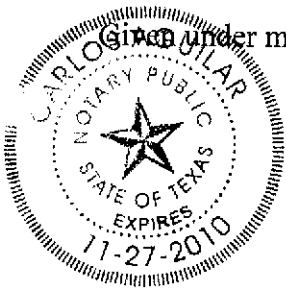
COUNTY OF TARRANT  
STATE OF TEXAS

Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

CLAYTON N. PARKER & EDRENA PARKER

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.



Given under my hand and seal of office this 24 day of MAY, 2008

Carlos Amador  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,

as \_\_\_\_\_ of \_\_\_\_\_,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE MAY 12, 2008, FROM Bigley, Tina, AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010037

Bigley, Tina

PO Box 54006

Hurst Tx 76054

Lands Covered by this Lease:

3044 Rolling Wood Ln

Blk A Lot 10, 0.459 ac.

Rolling Wood Addition

ORIGINAL

Individual Lessor:

BY: [Signature]  
Lessor Signature

BY: \_\_\_\_\_  
Lessor Signature

OR

Corporate Lessor:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
Agent's Signature

ITS: \_\_\_\_\_  
Position or Title

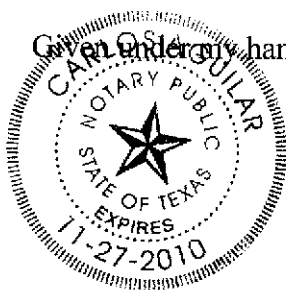
COUNTY OF TARRANT  
STATE OF TEXAS

Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

TINA BIGLEY

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.



Given under my hand and seal of office this 24 day of MAY, 2008

Carlos Amador J.  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,

as \_\_\_\_\_ of \_\_\_\_\_,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE MAY 12, 2008, FROM Zwernemann, Erica J Etvir Robe , AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010035

Zwernemann, Erica J Etvir Robe

3025 Rolling Wood Ln

North Richland Hills 76180

Lands Covered by this Lease:

3025 Rolling Wood Ln

Blk A Lot 8 , 0.324 ac.

Rolling Wood Addition

ORIGINAL

Individual Lessor:

BY:

Lessor Signature

BY:

Lessor Signature

OR

Corporate Lessor:

Company Name

BY:

Agent's Signature

ITS:

Position or Title

COUNTY OF TARRANT  
STATE OF TEXAS

Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

ERICA J ZWERNEMANN & ROBERT ZWERNEMANN

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.



Given under my hand and seal of office this 24 day of MAY, 2008

Carlos Aguilar

Notary Public

COUNTY OF  
STATE OF

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

as of

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this day of , 2008

Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE, MAY 12, 2008, FROM **McMurry, John B Etux Natalie A**, AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010034

**McMurry, John B Etux Natalie A**

3021 Rolling Wood Ln

North Richland Hills 76180

Lands Covered by this Lease:

**3021 Rolling Wood Ln**

Blk A Lot 7, 0.332 ac.

Rolling Wood Addition

ORIGINAL

Individual Lessor:

BY:

[Signature]  
Lessor Signature

BY:

[Signature]  
Lessor Signature

OR

Corporate Lessor:

\_\_\_\_\_  
Company Name

BY:

\_\_\_\_\_  
Agent's Signature

ITS:

\_\_\_\_\_  
Position or Title

COUNTY OF TARRANT  
STATE OF TEXAS

Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

JOHN B. McMURRY & NATALIE A McMURRY

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this 24 day of MAY, 2008



[Signature]  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,

as \_\_\_\_\_ of \_\_\_\_\_,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE MAY 12, 2008, FROM Zipperlen, Paul A & Susan J, AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010032

Zipperlen, Paul A & Susan J

8741 Ramblewood Ct

North Richland Hills 76180

Lands Covered by this Lease:

8741 Ramblewood Ct

Blk A Lot 5, 0.368 ac.

Rolling Wood Addition

ORIGINAL

Individual Lessor:

BY:

Paul A. Zipperlen  
Lessor Signature

BY:

Susan Zipperlen  
Lessor Signature

OR

Corporate Lessor:

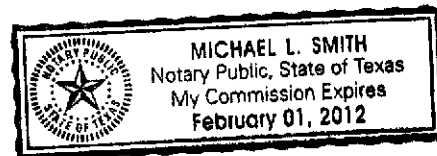
\_\_\_\_\_  
Company Name

BY:

\_\_\_\_\_  
Agent's Signature

ITS:

\_\_\_\_\_  
Position or Title



COUNTY OF TARRANT  
STATE OF TEXAS

Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

PAULA ZIPPERLEN & SUSAN ZIPPERLEN

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this 24 day of MAY, 2008

Michael L. Smith  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,

as \_\_\_\_\_ of \_\_\_\_\_,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public



Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE MAY 12, 2008, FROM Collier, David H Etux Catherin , AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010030

Collier, David H Etux Catherin

8744 Ramblewood Ct

North Richland Hills 76180

Lands Covered by this Lease:

8744 Ramblewood Ct

Blk A Lot 3 , 0.392 ac.

Rolling Wood Addition

ORIGINAL

Individual Lessor:

BY:

David H. Collier  
Lessor Signature

BY:

Catherine L. Collier  
Lessor Signature

OR

Corporate Lessor:

\_\_\_\_\_  
Company Name

BY:

\_\_\_\_\_  
Agent's Signature

ITS:

\_\_\_\_\_  
Position or Title

COUNTY OF TARRANT  
STATE OF TEXAS

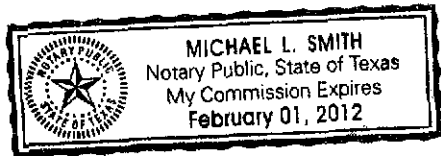
Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

DAVID H. COLLIER & CATHERINE L. COLLIER

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this 24 day of MAY, 2008



Michael L. Smith  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,

as \_\_\_\_\_ of \_\_\_\_\_,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE MAY 12, 2008, FROM **Jordan, Gerald L**, AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010028  
**Jordan, Gerald L**  
904 Montreux Ave  
Colleyville Tx 76034

Lands Covered by this Lease:  
**3005 Rolling Wood Ln**  
Blk A Lot 1, 0.331 ac.  
Rolling Wood Addition

ORIGINAL

Individual Lessor:

BY: [Signature]  
Lessor Signature

BY: \_\_\_\_\_  
Lessor Signature

OR

Corporate Lessor:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
Agent's Signature

ITS: \_\_\_\_\_  
Position or Title

COUNTY OF Tarrant  
STATE OF Texas

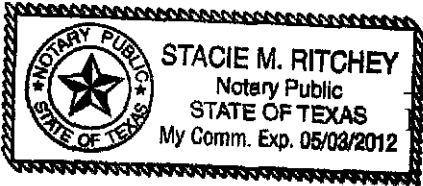
Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

Gerald L. Jordan

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this 22nd day of May, 2008



Stacie M. Ritchey  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,

as \_\_\_\_\_ of \_\_\_\_\_,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE . MAY 12, 2008, FROM **McWherter, Rebecca Jane** , AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010041

McWherter, Rebecca Jane

3028 Rolling Wood Ln

Fort Worth Tx 76180

Lands Covered by this Lease:

3028 Rolling Wood Ln

Blk A Lot 14 , 0.488 ac.

Rolling Wood Addition

ORIGINAL

Individual Lessor:

BY: Rebecca Jane McWherter  
Lessor Signature

BY: \_\_\_\_\_  
Lessor Signature

OR

Corporate Lessor:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
Agent's Signature

ITS: \_\_\_\_\_  
Position or Title

COUNTY OF Tarrant  
STATE OF Texas

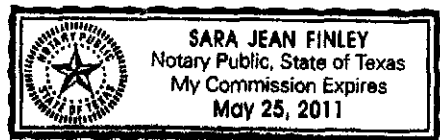
Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

May 22, 2008

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this 22 day of May, 2008



Sara Jean Finley  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,

as \_\_\_\_\_ of \_\_\_\_\_,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE, MAY 12, 2008, FROM Sauls, Hal E Etux Linda J, AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010040  
Sauls, Hal E Etux Linda J  
3032 Rolling Wood Ln  
North Richland Hills 76180

Lands Covered by this Lease:  
3032 Rolling Wood Ln  
Blk A Lot 13 , 0.397 ac.  
Rolling Wood Addition

ORIGINAL

Individual Lessor:

BY: [Signature]  
Lessor Signature

BY: [Signature]  
Lessor Signature

OR

Corporate Lessor:

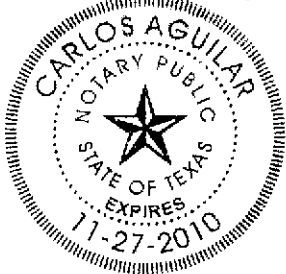
\_\_\_\_\_  
Company Name  
BY: \_\_\_\_\_  
Agent's Signature  
ITS: \_\_\_\_\_  
Position or Title

COUNTY OF TARRANT  
STATE OF TEXAS

Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared  
HAL E SAULS & LINDA J SAULS  
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this 24 day of MAY, 2008



[Signature]  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,  
as \_\_\_\_\_ of \_\_\_\_\_,  
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE , MAY 12, 2008, FROM **Wakamatsu, Wilbur Etux Laura** , AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010029

Wakamatsu, Wilbur Etux Laura

8740 Ramblewood Ct

North Richland Hills 76180

Lands Covered by this Lease:

8740 Ramblewood Ct

Blk A Lot 2 , 0.369 ac.

Rolling Wood Addition

ORIGINAL

Individual Lessor:

BY:

Wilbur D. Wakamatsu

Lessor Signature

BY:

Laura Wakamatsu

Lessor Signature

OR

Corporate Lessor:

\_\_\_\_\_  
Company Name

BY:

\_\_\_\_\_  
Agent's Signature

ITS:

\_\_\_\_\_  
Position or Title

COUNTY OF

Tarrant

STATE OF

Texas

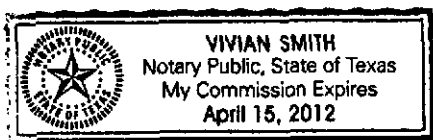
Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

Wilbur D. Wakamatsu and Laura Wakamatsu

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this 30 day of May, 2008



Vivian Smith  
Notary Public

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,

as \_\_\_\_\_ of \_\_\_\_\_,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE , MAY 12, 2008, FROM **Wilson, Jerry W Etux Sharon G** , AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010036

Wilson, Jerry W Etux Sharon G

3048 Rolling Wood Ln

Fort Worth Tx 76180

Lands Covered by this Lease:

3048 Rolling Wood Ln

Blk A Lot 9 , 0.414 ac.

Rolling Wood Addition

ORIGINAL

Individual Lessor:

BY:

Jerry W Wilson  
Lessor Signature

BY:

Sharon G Wilson  
Lessor Signature

OR

Corporate Lessor:

\_\_\_\_\_  
Company Name

BY:

\_\_\_\_\_  
Agent's Signature

ITS:

\_\_\_\_\_  
Position or Title

COUNTY OF Tarrant  
STATE OF Texas

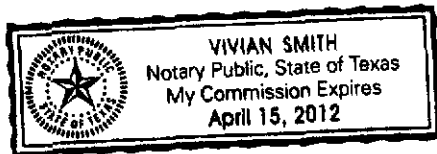
Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared .

Jerry W Wilson and Sharon G Wilson

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this 29 day of May, 2008



Vivian Smith  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,

as \_\_\_\_\_ of \_\_\_\_\_,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE MAY 12, 2008, FROM **Rath, Sukant**, AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010047

Rath, Sukant

2802 Flint Trl

Keller Tx 76248

Individual Lessor:

BY:

Lessor Signature

Lands Covered by this Lease:

8732 Trailwood Ct

Blk A Lot 21, 0.372 ac.

Rolling Wood Addition

ORIGINAL

BY:

Lessor Signature

OR

Corporate Lessor:

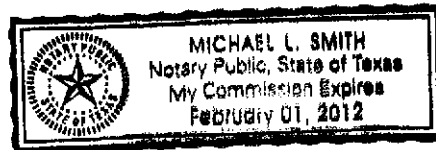
Company Name

BY:

Agent's Signature

ITS:

Position or Title



COUNTY OF TARRANT  
STATE OF TEXAS

Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

SUKANT RATH

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this 6<sup>th</sup> day of JUNE, 2008

Michael L. Smith  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,

as \_\_\_\_\_ of \_\_\_\_\_,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATE , MAY 12, 2008, FROM Frank, Andreas O Etux Denise J , AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

43915010031

Frank, Andreas O Etux Denise J

8745 Ramblewood Ct

North Richland Hills 76180

Lands Covered by this Lease:

8745 Ramblewood Ct

Blk A Lot 4 , 0.415 ac.

Rolling Wood Addition

ORIGINAL

Individual Lessor:

BY: [Signature]  
Lessor Signature

BY: [Signature]  
Lessor Signature

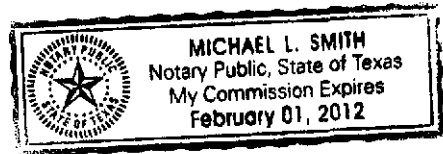
OR

Corporate Lessor:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
Agent's Signature

ITS: \_\_\_\_\_  
Position or Title



COUNTY OF TARRANT  
STATE OF TEXAS

Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

ANDREAS & DENISE FRANK.

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this 6 day of June, 2008

[Signature]  
Notary Public

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,

as \_\_\_\_\_ of \_\_\_\_\_,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public





COLT EXPLORATION CO INC  
512 MAIN ST, STE 309

FT WORTH TX 76102

Submitter: COLT EXPLORATION CO, INC

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 12/09/2008 10:44 AM  
Instrument #: D208449731  
LSE 25 PGS \$108.00

By: \_\_\_\_\_



**D208449731**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: DS